

EXHIBIT D

Rent Schedule and Key Tri-Party Agreement Commitments

Rent Schedule:

Lease Years 1-4. Annual Base Rent of \$250,000/year.

Lease Years 5–Last; Increases in Base Rent. On the first day of Lease Year 5, the Base Rent shall be adjusted to the amount that Base Rent would have been (calculated as if the same been adjusted on the first day of Lease Years 2, 3, 4 and 5 pursuant to the annual CPI Adjustment procedure set forth in this Section 3.2 hereinbelow, inclusive of the 1% - 4% collar mechanism), had the Base Rent for Lease Year 1 been the sum of (x) a Monthly Rental Rate per Rentable Square Foot of \$1.35, and (y) the actual rentable square footage of the Premises as determined pursuant to Section 1.2 of this Lease, above. On the first day of Lease Year 6 and the commencement date of each subsequent Lease Year thereafter occurring during the Lease Term (the "**CPI Adjustment Date**"), the Base Rent shall be adjusted (a "**CPI Adjustment**") to equal the product of (i) the Base Rent, as previously adjusted and in effect as of the applicable CPI Adjustment Date, and (ii) a fraction, the numerator of which is the Adjustment Month Index, as that term is defined below, occurring prior to such CPI Adjustment Date, and the denominator of which is either (x) for the first adjustment during the Lease Term, the Base Month Index, and (y) for all subsequent adjustments, the Adjustment Month Index used as the numerator for the prior year's adjustment; provided, however, that in no event shall the applicable CPI Adjustment result in the adjusted Base Rent being less than one percent (1%) higher or more than four (4%) higher than the Base Rent then in effect, as previously adjusted. For purposes of this Section 3.2, (a) "**Base Month Index**" shall be the "Index," as that term is defined below, for the month which is three (3) months prior to the month in which the first Lease Commencement Date occurs; (b) "**Adjustment Month Index**" shall be the Index for the same month as the Base Month Index in each succeeding calendar year; and (c) "**Index**" means the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area (base year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics. If the base of the Index changes from the 1982-84 base (100), the Index shall, thereafter, be adjusted to the 1982-84 base 100 before the computation indicated above is made. If the Index cannot be converted to the 1982-84 base or if the Index is otherwise revised, the adjustment under this Section 3.2 shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics. If the Index is at any time no longer published, a comparable index generally accepted and employed by the real estate profession, as determined by Landlord in Landlord's reasonable discretion, shall be used.

Tri-Party Agreement Context:

The following provides a summary of the key commitments in the Tri-Party Agreement. This summary is not intended and is not to be construed as altering the terms in the Tri-Party Agreement in any manner whatsoever. To the extent a conflict exists between this Summary and the Tri-Party Agreement, the Tri-Party Agreement shall prevail.

Parties:

- 1) Developer (i.e. KR Flower Mart, LLC)
- 2) Tenant Association (i.e. San Francisco Flower Market Tenants' Association)
- 3) San Francisco Flower Mart LLC

Key Commitments:

- Developer shall construct a new wholesale flower market and relocate the occupants thereto at Developer's sole cost, and provide interior improvements at Developer's sole cost if the Permanent Off-Site Option is exercised or provide an improvement allowance for such interior improvements if the Stay Option is exercised, with Developer further funding certain project management costs to be incurred by San Francisco Flower Mart LLC in connection with the design and construction of such interior improvements.
- Developer to reimburse San Francisco Flower Mart LLC for certain legal fee expenses incurred by San Francisco Flower Mart LLC with regard to the negotiation of the Tri-Party Agreement and master leases.
- Developer shall provide to subtenants, via a rent credit to San Francisco Flower Mart LLC (which in turn shall be provided as a credit to subtenants), a gross rent subsidy of \$0.339 per rentable square foot per month throughout the first 15 years of the term of the Post-Development Master Lease or the Permanent Off-Site Master Lease, as applicable.
- In the event of a default-based termination of the Pre-Development Master Lease, the Post-Development Master Lease or the Permanent Off-Site Master Lease, as the case may be, Developer is obligated to recognize subtenants during the otherwise existing term of such master leases, to the extent the corresponding subleases are on the pre-approved form of sublease and exceed the sublease rent floor specified in such master leases.